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	Subcontract Agreement ("Agreemein") made inis DATE2 by and between CORP1, a Detaware corporation, having a principal place of business at ADDRESS2. Opereinafter "AKA17), and CORP3, and its world-wide subsidiaries and affiliates, having a principal place of business at ADDRESS4. (hereinafter "TRING").	WHEREAS, AKA Lise a supplier of TERMY computer systems; peripherals, TERIAB, and sewices and has multiple customers interested in engaging a single supplier to provide services based solutions in accordance with their specific multi-dimensional requirements; and	WHEREAS, AKA1 has elected to engage TEMM6 as a Subcontractor to provide services in support of these customer solutions; and	WHEREAS, TERMS is ready, willing and able to fumish its services to AKA1 and its customers as hereinafier described by the terms and conditions set forth in this Agreement, and	WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by AKA1 from TERMS. Such purchase(s) shall engage TERMS in the provision of such Services on behalf of AKA1 to a customer or customers of Morfax.	ે Wy, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree to the following:			Finalize		DUMMATS WIII replace INST_LICK	CORPT   jeplaced Mitrax	PRICE2   replaced \$2,000,000	ADDRESS replaced 52055 RM 2149, Houston, Texas 76769-3240	TERMS HANDS
المام ال	en CORP1, a Deta claries and arillia	ls, TERMB, and s In their specific m	provide services	KAT and its cusic	ement and any at 1se(s) shall enga	nlses contained t				sted substitution	Produge	[]:5 times.	R 2 times:	C 1 time :	C. J. time.
	) made inis DATE2 by and belivie CORP3; and its world-wide subsi	<b>du7</b> computer systems, peripheral based solutions in accordance wit	age TERMAG as a Subconfractor to	nd able to fumish its services to Al	terms and conditions of this Agree by AKA1 from TERMS. Such purcha Mortax	المناط mutual coveriants and pron		Customer means AKA1's end user customer.		Phosee check box(es) below to reject suggested substitutions	Cyv will replace littlerock	Arcari   replaced Morfax	PRICE1   replaced \$1,000,000	PATE2 replaced 13th day of January, 2002	ITERMY (ABBACAN) (IND.
,	nt (Agreemerk er "AKA17), and	supplier of TEP ovide services	s elected to eng	ready, willing a ment, and	s agree that the ise of Services ir customers of	n consideration	10	stomer mean	YAGO DO LIST	Please che	The Pending:	D 66 times: Arcet	sewne 🖺	[] f (me:	C.1.fime.
Ped 22.doc)	Subcontract Agreeme ADORESS2 (hereinat (hereinafier "TERNS")	WHEREAS, AKA1 is a single supplier to pi	WHEREAS, AKAT ha	WHEREAS, TERMS is ready, will set forth in this Agreement, and	WHEREAS, the parties agree that the terms and will govern the purchase of Services by AKA1 from AKA1 to a customer or customers of MOTAX	NOW THEREFORE,	1. DEFINITIONS	j)			thum es	aced CMP	CORP3 replaced Computer	PRICE3   replaced \$1,000,000.60	ADDRESS, replaced 6750 Broadway, 🦰 1 time.
ijues (V) bed	DIS D TERMINA ND CONST		S W MANAGEN	TRACTOR E	SHIP AND I	IIFICATION	(S)	ANCE WITH (#)	Substitute:		DUMWYY WII repla	TERMS   replaced CMP	Manufactured	PRICE3 (18pl	ADDRESS repl
Agreement (Compaq_01) sandbad	2 TERM AND TERMINA 2. TERM AND TERMINA 3. SCOPE AND CONST	4. PAYMENT	6. RECORDS 7. PROGRAM MANAGE	8. SUBCONTRACTOR 9. WARRANTY 40. GEMERICS	11 OWNERSHIP AND I 12 CHANGE IN SCOPE 13 CONFIDENTIAL INF	14 INDEMNIFICATION 15 LIME	16 NOTICES	18 COMPLIANCE WITH	Champes List; Subs	]	C. Pending.	E 94:4me's:	[4:Umes:	K Žtimes:	C. 1. time:

Figure 5

## Application No. 10/711,324 Reply to August 2, 2007 Office Action REPLACEMENT SHEET

19. GENERAL.  19. GENERAL SERVICE OF TO GENERAL SERVIC	New. Agreement - Compaq_(63.sainltze)d_30.doc Title Agreement	<b>Oict Agreement</b> - Compai <u>n (43</u> .doc Title Agreement
Subcontract Agreement (Agreement) made this 13th day of January, 2002 by and between Morfax Computer Corporation, a Delawate corporation, having a principal place of business at 52055 RM 2143, Houston, Texas 76769-3240 (hereinafter Morfax), and day of the computer Corporation, a Delawate corporation, having a principal place of business at 6750 Broadway, New York New York 1019 (hereinafter CMP).  WHEREAS, Morfax is a supplier of Linux computer systems, peripherals, RADs, and services and has multiple customers interested in engaging a single supplier to provide services based solutions in accordance with their specific multi-dimensional requirements, and  WHEREAS, Morfax has elected to engage CMP as a Subcontractor to provide services based solutions and and a supplier of Linux computer systems, peripherals, RADs, and services based solutions in accordance with their specific multi-dimensional requirements, and  WHEREAS, Morfax has elected to engage CMP as a Subcontractor to provide services to services based solutions, and  WHEREAS, CMP is ready, willing and able to furnish its services to Morfax and its customers as hereinafter described by the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereinder will giver the provision of such Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of such Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of such Services by Morfax to a customer or customers of Morfax.  WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will give ment and any applicable Purchase Order(s) that may be issued hereunder will give ment the provision of such Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of such Services by Morfax to a customer of customers of Revices by Morfax to a customer of customers of such Services on behalf of Morfax to a customer of customers of s		,
Subcontract Agreement (Agreement) made this 13th day of January, 2002 by and between Morfax Computer Corporation, a Delaware corporation, having a principal place of business at 52055 RM 2149, Houston, Taxas 76769-3240 (hereinafter and orders), and day of the computer Sand orders, and the world-wide subsidiaries and affiliates, having a principal place of business at 5750 Broadway, New York New York 1019 (hereinafter CMP).  WHEREAS, Morfax is a supplier of Linux computer systems, peripherals, RADs, and services and has multiple customers interested in engaging a single supplier to provide services-based solutions in accordance with their specific multi-dimensional requirements; and requirements as hereinafter described by the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereinder will govern the promision of such Services on behalf of Morfax to a customer or customers of Morfax.  WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereinder will govern the purchase of Services on behalf of Morfax to a customer or customers of Morfax.  WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereinder will govern the purchase of Services on behalf of Morfax to a customer or customers of Morfax.	19: OENERAL	19. GENERAL
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WHEREAS. Morfax has elected to engage CMP as a Subconfractor to provide services in support of these customer solutions; and customers as hereinafier described by the terms and conditions set forth in this customers as hereinafier described by the terms and conditions set forth in this applicable. Order(s) that may be issued hereunder will govern the purchase of Services on behalf of Morfax to a customer or customers of Morfax.  WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services on behalf of Morfax to a customer or customers of Morfax.  WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the provision of Services on behalf of Morfax to a customer or customers of Morfax.  WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the provision of Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of Services by Morfax from CMP.	systems, peripherals, TERM8, d in engaging a single supplier to h their specific multi-dimensional	10
WHEREAS, CMP is ready, willing and able to furnish its services to Morfax and its customers as hereinafter described by the terms and conditions set forth in this sustainent, and  Agreement, and  WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by Morfax from CMP. Buch purchase(s) shall engage CMP in the provision of Services on behalf of Morfax to a customer or customers of Morfax.  WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the provision of Services on behalf of Morfax to a customer or customers of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the provision of Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of Services by Morfax from CMP. Such a customer or customers of Morfax.		WHEREAS, Notax has elected to engage CMP as a Subconfractor to provide services in support of these customer solutions; and
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whereas the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of such Services on behalf of Morfax to a customer or customers of Morfax.  WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of such Services on behalf of Morfax to a customer of customers of Morfax.	WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of 8evices by AKA1 from TERME. Buch purchase(s) shall engage TERME in the provision of such Sewices on behalf of AKA1 to a customer of customers of AKA1.	WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by Morfax from CMP - Buch purchase(s) shall engage CMP in the provision of such Services on behalf of Morfax to a customer or customers of Morfax.
whiteREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of Services on behalf of Morfax to a customer of customers of Morfax.	nditions of this Agreement and any ereunder will govern the purchase i) shall engage TERM6 in the stomer or customers of AKA1.	WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of such Services on behalf of Morfax to a customer or customers of Morfax.
	WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Seivices by AKA1 from TERMS. Such purchase(s) shall engage TERMS in the provision of such Seivices on behalf of AKA1 to a customer or customers of AKA1.	WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by Norfax from CNP. Such purchase(s) shall engage CMP in the provision of such Services on behalf of Morfax to a customer of customers of Morfax.

Figure (

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	Subcontract Agreement (Agreement) made this DATE2 by and between CORP1, a Detaware corporation, having a principal place of business at ADDRESS2 (hereinafter AKA17), and CORP3, and its world-wide subsidianes and affiliates, having a principal place of business at ADDRESS4.	WHEREAS, AKA I is a supplier of TERM 7 computer systems, peripherals, TERMs, and services, and has multiple customers interested in engaging a single supplier to provide services-based solutions in accordance with their specific DUMMY requirements; and	WHEREAS, AKA1 ha	WHEREAS, TERMS is ready, willing and able to furnish its services to AKA1 and its customers as hereinafter described by the terms and conditions. Set forth in this Agreement and	WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder. Will govern the purchase of Beivices by AKA1 from TERMS. Buch purchase(s) shall engage TERMS in the provision of such Services on behalf of AKA1. AKA1 to a customer or customers of AKA1.	In NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree to the following:	1. DEFINITIONS	2. Custament means akkais end user customer	b. "Services" means consulting, inlegration, implementation, installation, maintenance, repair or replacement parts, support, design, help design, help design, help design, perallons, development training, management, and any other work provided Subcontractor in connection with meeting TERVICS responsibilities, under this Agreement.	C. "Purchase Order" means AKA1's written purchase order form and any document incorporated thereto by reference	d. "Day" as used throughout this Agreement means a business day, unless otherwise stated.	<ul> <li>"Statement of Work" means a document agreed upon by AKA1 and TERMS that specifies the Services to be provided by TERMS, the price, payment schedule, delivery schedule; and acceptance criteria for such Services and, if applicable, detailed technical and administrative requirements for the Services. A Statement of Work will be drafted and agreed upon for each Purchase Order. Issued under this Agreement.</li> </ul>	f. "Acceptance" means written notification from AKA1 to TERMS that indicates the Services have been evaluated and satisfy the completion and acceptance criteria set forth or referenced in the Statement of Work or Purchase Order. Acceptance may be partial or complete as specified in such notification.
Agreement (Compaq (N) sandized 24.doc)	2 TERM AND TERMINATIC 3. SCOPE AND CONSTRU	4. PAYMENT 5. PRICING 6. RECORDS	L PROGRAM MANAGEMET WHEREAS, AKA1 has a SUBCONTRACTOR PER	10 REMEDIES	11 OWNERSHIP AND LC 12 CHANGE IN SCOPE  Will govern the purch 13 CONFIDENTIAL INFORMATION CUSTOMER 14 INDEMNIFICATION	15 LIMITATION OF LIABILY NOW, THEREFORE,	16 NOTICES 12 INSURANCE	18. COMPLIANCE WITH L	10 REMEDIES  11 OWNERSHIP AND LIC  12 CHANGE IN SCOPE	14 INDEMNIFICATION 11 15 LIMITATION OF LIABIL	16 NOTICES	18. COMPLIANCE WITH LY	

Figure 7

## Application No. 10/711,324 Reply to August 2, 2007 Office Action REPLACEMENT SHEET

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A ARTICLE & COVENANTS  AS ARTICLE 7 CONDITIONS  AS ARTICLE 8 TERMINATION	CORP3:
W ARTICLE 9 MISCELLANEO	The second of th
	CPARTY3
	Dated as of
	DATE 4
AGRE	AGREEMENT AND PLAN OF MERGER, dated as or DATE4
Agree and a	"Agreement"), by and among CPARTY1 and lessware corporation (the "Parent"), CORP3 and emong CPARTY1 and CPARTY3 and Corporation (the "Company").
WHER	WHEREAS he boards of directors of each of the Palent Merger Sub and
the Co busing	the Company have determined that it is advisable and in the best interests of their respective corporations and stockholders to enter into a business combination by means of the merger of the Company with and into Merger Sub and have approved and adopted the Merger, this Agreement and the transactions contemplated hereby.
WHER	WHEREAS as a condition and Inducement to each party's entering into
this Ag	this Agreement, the Company Major Stockholders, concurrently with the execution and delivery of this Agreement, is entering into a Voting Agreement, and
WHERE	WHEREAS, for United States federal income tax purposes it is intended

Figure 8